

Invitation for Bids

**TESTING FOR ILLEGAL USE OF DRUGS BY APPLICANTS AND
EMPLOYEES FOR THE STATE OF MARYLAND**

Project #: F10R4200149



**Department of Budget and Management
Division of Policy Analysis/Procurement Unit on Behalf of
MEDICAL SERVICES DIVISION**

Issue Date: April 13, 2004

NOTICE

Prospective Bidders who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Issuing Office, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the IFB or other communications can be sent to them.

Minority Business Enterprises are encouraged to respond to this solicitation.

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

In order to help us improve the quality of State bid solicitations, and make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid. If you have chosen not to submit a bid on this contract, please e-mail (rhowells@dbm.state.md.us) or fax (410-279-5724) this completed form to the attention of Robert W. Howells. Thank you for your assistance.

Title: Testing for Illegal Use of Drugs by Applicants and Employees for the State of Maryland".
Project #: F10R4200149

1. If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We can not be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a bid, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Bidder Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Invitation for Bids

**TESTING FOR ILLEGAL USE OF DRUGS BY APPLICANTS AND EMPLOYEES FOR
THE STATE OF MARYLAND**

PROJECT NUMBER: F10R4200149

IFB Issue Date: April 13, 2004

IFB Issuing Office: Department of Budget and Management
Medical Services Division

Procurement Officer: Robert W. Howells
Phone: 410-260-7747
Fax: 410-974-3274
E-mail: rhowells@dbm.state.md.us

Procurement Method: Multi-Step Sealed Bidding (COMAR 21.05.02.17)

Contract Term: On or About July 1, 2004 through June 30, 2009

Pre-Bid Conference: April 22, 2004 @ 9:30 AM (Local Time)
Department of Health & Mental Hygiene Headquarters
201 W. Preston Street/ O'Connor Building Room # L-1
Baltimore, Maryland 21201
For Directions, call Robert W. Howells

Bids are to be sent to: Department of Budget and Management
Procurement Unit-Room #111
45 Calvert Street
Annapolis, Maryland 21401
Attention: Robert W. Howells

Closing Date and Time: May 6, 2004 @ 2:00 PM (Local Time)

NOTE

Prospective Bidders who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Issuing Office, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the IFB or other communications can be sent to them.

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ATTACHMENT E	Expert Witness Sample Document
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SECTION 1 - GENERAL INFORMATION

1.1 SUMMARY STATEMENT

The State of Maryland (State) has been testing applicants and employees for the illegal use of drugs since 1990 to assure its citizens that state employees are not impaired by the illegal use of drugs in the workplace. This practice ensures compliance with the Federal Omnibus Drug Abuse Act of 1988, which requires any state receiving Federal funds to establish a drug-free workplace. The Act also requires any state that receives federal funds to have a policy on the use of substances, an employee awareness program and a procedure for employees to report their own convictions.

The Maryland Department of Budget and Management (DBM) is soliciting bids to obtain a contractor(s) to test applicants and employees for the illegal use of drugs. This includes both the statewide collection of urine samples and the testing of the samples. These specifications are provided for the purpose of requesting bids to administer the centralized drug testing program for State job applicants and employees for a 5 year period commencing on or about July 1, 2004.

DBM intends to award a contract in each of two separate Required Service categories:

- Required Service #1: Urine Sample Collections and Shipment/Delivery of those samples to a State selected Forensic Toxicology Drug Testing Laboratory (FTDTL),
- Required Service #2: the testing of those urine samples by the State selected FTDTL.

Although it is anticipated that two separate contracts may result from this Invitation for Bids (IFB), if the same bidder is awarded both contracts, a single consolidated contract may be issued. Bidders are encouraged to consider the use of sub-contractors, if necessary, in order to be able to provide both Required Services to the State.

Bidders may submit bids for the collection of urine samples (Required Service # 1), the testing of those samples (Required Service # 2), or both. If a bidder submits a bid for only one of the Required Services, that bid must be complete in all respects for that particular service as described elsewhere in this IFB. If a bidder seeks to provide both Required Services, bidders must submit separate bid packages which are complete in all respects for each particular service. The submission of bids for both Required Services will not constitute multiple or alternate bids as described in Paragraph 1.13 of this IFB.

For ease of reference, the terms "Collection Contractor" and "FTDTL Contractor" are used throughout this document to refer to the contractors to be awarded contracts for Required Service #1 and Required Service #2, respectively.

1.2 ABBREVIATIONS AND DEFINITIONS

For purposes of this IFB, the following terms and abbreviations have the meanings indicated below:

- a. **ATR** – Agency Technical Representative, the person assigned by the employing unit to ensure

compliance with the State's drug testing requirements, as defined in COMAR 17.04.09.01B.

b. **Bidder** – An entity that submits a bid in response to this IFB.

c. **BPW** – The Maryland Board of Public Works.

d. **CCF** – Custody and Control Form.

e. **CFR** – Code of Federal Regulations.

f. **CJIS** – Criminal Justice Information System.

g. **COMAR** – Code of Maryland Regulations.

h. **Contract** – The State's Contract attached to this IFB as Attachment A.

i. **Contractor** – The selected Bidder(s), the business entity awarded the contract for the procured services identified in this IFB.

j. **DBM** – The Maryland Department of Budget and Management.

k. **DHHS** – The United States Department of Health and Human Services.

l. **Document** – Create and/or gather, review, modify and consolidate the existing documentation to ensure it is current, accurate and in a standardized format.

m. **Drug Testing Guidelines** – The guidelines promulgated by Substance Abuse and Mental Health Services Administration (SAMHSA) of the DHHS for federal workplace drug testing programs in the Urine Specimen Collection Handbook for the new Federal Drug Testing Custody & Control Form (Attachment D).

n. **FTDTL** – Forensic Toxicology Drug Testing Laboratory.

o. **IFB** – The entire contents of this Invitation For Bids, "Testing for Illegal Use of Drugs by Applicants and Employees for the State of Maryland" dated April 13, 2004, Project #F10R4200149, including any amendments/addenda thereto.

p. **Local Time** – Time in the Eastern Time Zone as observed by the State.

q. **MBE** – Minority Business Enterprise certified by the Maryland Department of Transportation.

r. **MRO** – Medical Review Officer, a licensed physician with knowledge of substance abuse disorders who verifies whether tests are positive or negative.

s. **Procurement Officer** – The State representative who is responsible for this IFB and for the determination of contract scope issues; also the only State representative who can authorize changes to the contract(s).

t. **SAMHSA** – Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, U.S. Department of Health and Human Services.

u. **SMD** – The State Medical Director as specified in COMAR 17.04.03.16.

1.3 PROCUREMENT OFFICER AND CONTRACT MONITOR

A. The sole point-of-contact in the State for purposes of this IFB prior to the award of a contract(s) is the Procurement Officer as listed below:

Robert W. Howells, Procurement Officer
Department of Budget and Management
Division of Policy Analysis, Procurement Unit
45 Calvert Street/First Floor Room 111
Annapolis, Maryland 21401
Telephone #: 410-260-7747
Fax #: 410-974-3274
E-mail: rhowells@dbm.state.md.us

DBM may change the Procurement Officer at any time by written notice to the Contractor.

B. The State's Contract Monitor manages the daily activities of the contract and provides technical guidance to the Contractor. The State's Contract Monitor for this project is:

Margaret Embardino
Department of Budget and Management
Medical Services Division
301 W. Preston Street, Room 508
Baltimore, Maryland 21201
Telephone #: 410-767-4483
Fax #: 410-333-5440
E-mail: membardi@dbm.state.md.us

DBM may change the Contract Monitor at any time by written notice to the Contractor.

1.4 PRE-BID CONFERENCE

A Pre-Bid Conference will be held on **April 22, 2004 beginning at 9:30 AM (Local Time)** at the following location:

Department of Health & Mental Hygiene Headquarters
201 W. Preston Street/ O'Connor Building Room # L-1
Baltimore, Maryland 21201

Attendance at the pre-bid conference is not mandatory but all interested bidders are encouraged to attend in order to facilitate better preparation of their bids. In addition, attendance may facilitate the bidder's understanding of essential requirements of the IFB.

As promptly as is feasible subsequent to the Conference, a summary of the Pre-Bid Conference and all questions and answers known at that time will be distributed to all prospective Bidders known to have received a copy of this IFB.

In order to assure adequate seating and other accommodations at the Pre-Bid Conference, it is requested that by **4:00 PM, April 20, 2004**, all potential Bidders planning to attend, return the

Pre-Bid Conference Response Form (Attachment K to this IFB) or call Robert W. Howells at 410-260-7747 with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

1.5 USE OF “e-Maryland Marketplace”

“e-Maryland Marketplace” is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (<http://www.dbm.state.md.us>) and other means for transmitting the IFB and associated materials, the solicitation and minutes of the pre-bid conference, Bidder’s questions and DBM responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Bidders interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

Depending on the desired level of service, the annual subscription costs are \$150 or \$225. Information, including on-line subscription access, can be obtained at the e-Maryland Marketplace website at <http://www.emarylandmarketplace.com/about.cfm>.

1.6 QUESTIONS

The Procurement Officer, prior to the Pre-Bid Conference, will accept written questions from prospective bidders. To the extent possible and as appropriate, such questions will be answered at the Pre-Bid Conference. (No substantive question(s) will be answered prior to the Pre-Bid Conference.) Questions may be submitted by mail, facsimile or preferably by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Bidders attending the Pre-Bid Conference. To the extent possible and as appropriate, these questions will be answered at the Pre-Bid Conference.

Questions will also be accepted subsequent to the Pre-Bid Conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be provided before the bid due date. Answers to all substantive questions that have not been previously answered, and are not clearly specific only to the requestor, will be distributed to all prospective bidders who are known to have received a copy of this IFB.

1.7 BIDS DUE/CLOSING DATE

An unbound original and five (5) copies of each bid (both Technical Offer and Price Bid) must be received by the Procurement Officer, at the address listed in Section 1.3 A., no later than **May 6, 2004 @ 2:00 P.M., Local Time**, in order to be considered. Requests for extension of this date or time will not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR

21.05.02.10, bids received by the Procurement Officer after the closing time and date will not be considered. Bids may not be submitted by e-mail or facsimile.

1.8 DURATION OF BID

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date. This period may be extended at the Procurement Officer's request only with the bidder's written consent.

1.9 REVISIONS TO THE IFB

If it becomes necessary to revise this IFB, amendments will be provided to all prospective bidders that were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. Acknowledgement of the receipt of all amendments to the IFB must accompany the bidder's bid. Failure to acknowledge receipt does not relieve the bidder from complying with all terms of any such amendment.

1.10 CANCELLATIONS; DISCUSSIONS

The State reserves the right to cancel this IFB and to accept or reject any and all bids, in whole or in part, received in response to this IFB.

1.11 INCURRED EXPENSES

The State will not be responsible for any costs incurred by a bidder in preparing and submitting a bid, or in performing any other activities relative to this solicitation.

1.12 PROTESTS/DISPUTES

Any protest or dispute related respectively to this IFB or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.13 MULTIPLE OR ALTERNATE BIDS

A bidder may not submit more than one bid. Multiple or alternate bids will not be accepted. The submission of bids for both required services will not constitute multiple or alternate bids as referenced in this section.

1.14 ACCESS TO PUBLIC RECORDS ACT NOTICE

A bidder should give specific attention to the clear identification of those portions of its bid that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Bidders are advised that, upon request for this information from

a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. (see COMAR 21.05.08.01)

1.15 BIDDER RESPONSIBILITIES

The State will enter into contractual agreement only with the selected bidder(s). The selected bidder(s)/contractor(s) shall be responsible for all products and services required by this IFB. Subcontractors, if any, must be identified and a complete description of their role relative to the bid must be included in the bid. If a bidder that seeks to perform or provide the services required by this IFB is a subsidiary of another entity, all information submitted by the bidder, such as, but not limited to, references and financial reports, must pertain exclusively to the bidder, unless the parent organization will provide guarantees for the performance of the subsidiary.

1.16 MANDATORY CONTRACTUAL TERMS

By submitting a bid in response to this IFB, a bidder, if selected for award, shall be deemed to have accepted the terms of this IFB, and any amendments thereto, and the Contract, attached as Attachment A.

1.17 BID/PROPOSAL AFFIDAVIT

A completed Bid/Proposal Affidavit must accompany the bid submitted by a bidder. A copy of this Affidavit is included as Attachment B of this IFB.

1.18 CONTRACT AFFIDAVIT

All bidders are advised that if a contract(s) is awarded as a result of this solicitation, the successful bidder(s) will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this IFB. This Affidavit need not be submitted with a bidder's bid but must be provided within five (5) business days of notification of proposed contract award.

1.19 ARREARAGES

By submitting a response to this solicitation, each bidder(s) represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

1.20 PROCUREMENT METHOD

This contract(s) will be awarded in accordance with the Multi-Step Sealed Bidding procurement method as described in COMAR 21.05.02.17.

1.21 OPENING AND RECORDING OF BIDS

The Multi-Step Sealed Bidding method is a two-phase process in which bidders submit unpriced “Technical Offers” and separate “Price Bids.” Technical Offers will not be opened publicly, but will be opened in the presence of at least two State employees. After the Technical Offers have been evaluated, Price Bids from only those bidders whose Technical Offers have been found acceptable will be publicly opened in accordance with the provisions of COMAR 21.05.02.11B. Specifically, the Price Bids will be opened on **May 13, 2004 at 2:30 P.M. (Local Time) in Room 163 located at 45 Calvert Street, Annapolis, MD 21401.**

Bids shall be made available for public inspection at or within a reasonable time after bid opening. Any material deemed confidential or proprietary by the bidder must be clearly marked and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid

1.22 RECIPROCAL PREFERENCE

Although Maryland law does not authorize procuring agencies to favor resident bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible bidder whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this IFB is in another state submits the most favorable bid price; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice, gives to its residents.

1.23 NO BID STATEMENT

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors/Contractors” form, which includes company information and the reason for not responding (i.e., too busy, cannot meet mandatory requirements, etc.). This form is located in the IFB immediately following the Title Page.

1.24 AWARD BASIS

The State reserves the right to award the contract(s) to the responsive and responsible bidder(s) submitting the most favorable bid price for providing the goods and services as specified in this IFB. The most favorable bid price for each Required Service will be based on the “Estimated 5 Year Total Bid Price” specified in Attachment F-1 & F-2, Price Bid Form, respectively.

1.25 CONTRACT DURATION

The contract(s) resulting from this IFB shall be for a period of approximately five (5) years commencing on the date that DBM executes the contract(s) (anticipated to be on or about July 1, 2004) and terminating on June 30, 2009.

1.26 CONTRACT TYPE

The contract(s) that results from this IFB for each Required Service, contained in Attachment A, will be an Indefinite Quantity Contract with Firm Fixed Unit Prices, in that the unit prices for all services are firm and fixed for the duration of this contract, in accordance with COMAR 21.06.03.02 and 21.06.03.06.

1.27 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. It is strongly recommended that any potential bidder complete registration prior to the due date for receipt of bids. A bidder's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful bidder from final consideration and recommendation for contract award.

1.28 FALSE STATEMENTS

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract, a person may not willfully:
 - (1) Falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) Make a false or fraudulent statement or representation of a material fact; or
 - (3) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.29 ELECTRONIC FUNDS TRANSFER (EFT)

By submitting a response to this solicitation, the bidder agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected bidder shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Attachment I). Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

SECTION 2 - DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES

2.1 BACKGROUND

The State of Maryland conducts testing of employees and applicants for the illegal use of drugs in 7 situations: (1) random, (2) reasonable suspicion, (3) pre-employment, (4) incident triggered (accident or unsafe practice), (5) disclosure of participation in rehabilitation program, (6) disclosure of arrest for controlled dangerous substance offense; and (7) following rehabilitation. The Contract(s) to result from this IFB will provide for Statewide specimen collection and testing for all State agencies except those covered by the U.S. Department of Transportation drug testing requirements. The Contractor(s) shall provide all labor, materials and equipment necessary for the on-site collection of the specimens, transportation of the specimens from the State designated collection sites (currently 83) to the FTDTL, and testing of the specimens. A listing of the collection sites is attached as Attachment G.

The number of samples to be collected under this Contract is estimated at **4800/year or 400/month** for each year of the contract. These figures are estimates based on the number of collections per year since July 1999. Procedures concerning the on-site collection, transportation and laboratory testing of urine specimens and the interpretation of the results shall be performed in accordance with SAMHSA Mandatory Guidelines for Federal Workplace Drug Testing Programs of September 1, 1994, hereinafter referred to as the "Drug Testing Guidelines" (Attachment D), as well as COMAR 17.04.09 (Attachment H). The State Medical Director (SMD) functions as the Medical Review Officer (MRO) for the State of Maryland's drug testing program.

2.2 MANDATORY REQUIREMENTS

- 2.2.1 **For Required Service #1:** The specimen collectors shall meet the training requirements specified in §40.33 of 49 CFR Part 40 and shall maintain compliance with the training requirements throughout the duration of this Contract.
- 2.2.2 **For Required Service #2:** The laboratory shall be SAMHSA certified and shall maintain certification from SAMHSA throughout the duration of this Contract.

2.3 SCOPE OF WORK

A. Scope of Work for Urine Sample Collections and Shipment/Delivery to FTDTL. (Required Service # 1)

All collections shall be conducted in accordance with the provisions specified in the Drug Testing Guidelines for single specimen collections and COMAR 17.04.09.

1. Collection Contractor Personnel

- a. The specimen collectors shall meet the training requirements specified in §40.33 of 49 CFR Part 40 and shall maintain compliance with the training requirements throughout the duration of this Contract.
- b. The Contractor shall obtain a CJIS State and Federal criminal background check for

each specimen collector. This check may be performed by a public or private entity. A successful CJIS State criminal background check should be completed prior to undertaking duties under this contract, but in no case later than one (1) month after the date of award. A CJIS Federal background check is necessary and must be completed within four (4) months of receiving award. The Contractor shall provide copies of the background checks to DBM, which reserves the right to reject any collector based upon the results of the background check. Any new or replacement collector assigned by the Contractor during the term of this Contract shall also meet the above background check requirements.

c. Within ten (10) days of the Contract award, the Contractor shall submit a Communications Plan to the Contract Monitor. This Plan shall include, at a minimum, the names, phone numbers (including pagers, cell phones, etc.) and e-mail addresses for all key contact personnel in order to facilitate communications by the State to the Contractor. In case of an emergency event, as part of the Communications Plan the Contractor shall identify their escalation procedure and all of the same contact information as above. All such information shall be re-submitted to the Contract Monitor as often as necessary to remain current.

2. Notification to Collection Contractor of Required Sample Collection

a. The Agency Technical Representative (ATR) shall provide the Collection Contractor with an approximate number of State employees/applicants scheduled for specimen collections, indicating specific collection site locations and scheduled times, at least three (3) working days prior to each collection occurrence, except for urgent/emergency requests. Due to the approximate nature of the number of employees/applicants to be scheduled for any given specimen collection occasion, the Collection Contractor shall always have with them, on site, a significant number of collection kits in excess of the approximate number of scheduled collections for any given collection occurrence.

b. For urgent requests (e.g., reasonable suspicion and post-accident testing), the Collection Contractor shall respond as expeditiously as possible after notification from an ATR or the MRO. The collection shall be completed within 24 hours of notification. Such requests may occur at any time or day of the week, at any collection site. Consequently, the Collection Contractor must ensure that this service is available throughout the entire State, 24 hours a day, 7 days a week.

c. For emergency requests (e.g., same shift testing), the collection shall be completed within 6 hours of notification from an ATR. Such requests may occur at any time or day of the week, at any collection site. Consequently, the Collection Contractor must ensure that this service is available throughout the entire State, 24 hours a day, 7 days a week.

3. Collection Site Designation

a. Collection sites shall be designated by the ATR, with the approval of the Contract Monitor.

b. Generally, each collection site will be at one of the State work locations throughout the State. The Collection Contractor shall use the State designated collection sites. In unusual circumstances, the ATR may arrange with the Collection Contractor to use another State-designated collection site and the Contract Monitor will be so advised.

4. Collection Site Specifications

The collection site is the location for specified State applicants/employees to present themselves for the purpose of providing their urine specimens under controlled conditions in accordance with the Drug Testing Guidelines. Although collection site designation and any physical modifications required will be made by the State prior to collection, the Collection Contractor shall have primary responsibility for assuring collection site requirements are maintained at all times. In this regard the Collection Contractor shall, at a minimum, assure:

a. The collection site has all necessary materials, equipment, facilities, and supervision to provide collection, security, storage and transportation of urine specimens to the laboratory as specified in the Drug Testing Guidelines.

b. The following items, all of which shall be supplied by the Collection Contractor, shall be available at the collection site to conduct proper collections:

- (1) Single-use plastic collection containers.
- (2) Single-use plastic specimen bottles.
- (3) Temperature strips capable of indicating temperature readings between 90E-100EF (or 32E-38EC).
- (4) Custody and Control Forms (CCF), which identify the donor by barcode. The CCF, which Collection Contractor must submit with its bid, shall be approved by DBM prior to use. For each collection, the CCF must be completed in accordance with the Drug Testing Guidelines.
- (5) Tamper-evident seals.
- (6) Leak-resistant plastic bags with two sealable compartments or pouches.
- (7) Absorbent material.
- (8) Shipping containers.
- (9) Bluing agent.
- (10) Secure temporary location.
- (11) Disposable gloves.

c. The collection site has restroom facilities that are clean, well lighted, and sufficiently secure to prevent compromise during the collection of urine specimens in accordance with the provisions of the Drug Testing Guidelines;

d. In cases where the State cannot dedicate a site solely for the purpose of drug collection, the Collection Contractor shall assure the portion of the facility being used for collection is secured during drug collection operations. No unauthorized personnel shall be permitted in any part of the collection site where urine specimens are collected or stored; and

e. The Collection Contractor shall immediately consult with the ATR if a site fails to meet the above requirements and shall also advise the Contract Monitor as soon as possible.

5. Collection Requirements

a. To ensure that the chain of custody and specimen control are maintained, the Collection Contractor shall follow the procedures as specified in the Drug Testing Guidelines and COMAR 17.04.09. These procedures are subject to future revision and clarification to assure continued conformance to the Drug Testing Guidelines and State requirements.

b. Typically, collectors may be of either gender. However, in any situation when direct observation of the specimen collection is required, the specimen collector must be of the same gender as the person providing the specimen. In any such instance, the Collection Contractor will be given advance notice of specific gender requirements.

c. The Collection Contractor shall adhere strictly to the schedule established by the State. Inability to adhere to the schedule shall be reported immediately to the ATR.

d. Upon the donor's arrival at the collection site, the collector shall request the donor to present some type of photo identification. If the donor does not have proper identification, this shall be noted on the CCF. The collector shall consult with the ATR immediately when there is a failure to provide proper identification. Acceptable forms of identification include:

- (1) employee identification with photo,
- (2) driver's license with photo,
- (3) school identification card with photo, or
- (4) United States passport.

e. If the donor fails to appear at the assigned time, the collector shall consult with the ATR.

f. The donor may provide a specimen in the privacy of a stall or otherwise partitioned area that allows for privacy. The collector shall note any unusual behavior by the donor on the CCF and shall immediately apprise the ATR.

g. The urine specimen shall not be split into two samples. If there is not sufficient urine in the container, additional urine should be collected following guidelines for "shy bladder" collection, as specified in the Drug Testing Guidelines. In such instances, the Collection Contractor shall immediately apprise the ATR to discuss appropriate action. It will be the testing agency's responsibility to direct an employee to remain at the collection site for an additional time period.

h. Collection under direct observation shall only be made with specific authorization from the ATR or the MRO. Generally, direct observation

will be authorized only for the conditions specified in the Drug Testing Guidelines.

i. The Collection Contractor should immediately prepare the specimen for shipment to the FTDTL. If the specimen is not immediately prepared for shipment, it shall be appropriately secured during the temporary storage. In no instance shall the specimen be stored while awaiting shipment longer than 24 hours after collection.

6. Reports and Records

a. The Collection Contractor shall maintain all records for a minimum of three (3) years unless advised otherwise by the State. In no case are records required to be maintained longer than five years.

b. All records are subject to the Federal Privacy Act, 5 USC 552a, and other applicable Federal and State laws and regulations, and shall be maintained and used with the highest regard for donor privacy.

7. Collection Contractor Testimony

The Collection Contractor shall make contract personnel available, whenever requested in writing by the State, to provide a deposition or testimony and documentation as required in support of any administrative and/or court actions. No person provided for testimony shall have been convicted of perjury or of any felony crime.

If it is necessary for any collection personnel to provide a deposition or testimony, for each such personnel authorized by the Contract Monitor, the Collection Contractor will be paid the hourly rate or a prorated portion thereof rounded off in 15 minute increments for each hour or rounded off 15 minute portions of an hour, that each approved personnel spends in preparing for and/or providing the actual deposition or testimony. The Collection Contractor will also be paid the hourly rate, or prorated portion thereof, for all time spent by each approved person traveling within Maryland to attend a deposition, hearing or court session which is more than 30 miles from the Contract Monitor's office in Baltimore.

Billing for travel time is only allowable for travel outside the above-described 30-mile radius. Any billing for preparation time must be accompanied by reasonable documentation of the nature and rationale for the preparation by each approved person.

8. Payment of Postage and Shipping Fees

All postage and shipping fees related to information submitted to the State, including forms, reports, etc., shall be paid by the Collection Contractor. This excludes postage or shipping fees related to the transportation of the urine specimens, which shall be the responsibility of the FTDTL Contractor.

9. State Personnel

Names of the ATRs, the MRO, and other appropriate State officials will be provided at time of Contract award.

B. Scope of Work for Forensic Toxicology Drug Testing Laboratory (FTDTL) Services (Required Service #2)

The laboratory shall be SAMHSA certified and adhere to the Drug Testing Guidelines as well as future revisions thereof. The laboratory shall maintain certification from SAMHSA throughout the duration of this Contract.

1. Each specimen shall be tested for seven (7) drugs: (amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, opiates and phencyclidine).
2. Initial screening shall be for the following drugs or metabolites at the following cut-off levels:

<u>INITIAL TEST</u>	<u>LEVEL (ng/ml)</u>
Amphetamines	1000
Barbiturates	200
Benzodiazepines	200
Cocaine metabolites	300
Marijuana metabolites	50
Opiate metabolites	300
Phencyclidine	25

Initial screenings shall use an immunoassay method which meets the U.S. Food and Drug Administration requirements for commercial distribution. Threshold values and types of tests utilized are potentially subject to change to ensure compliance with the Drug Testing Guidelines and/or at the discretion of the MRO.

3. Confirmation testing of those samples which screen positive at or above the cut-off levels will be performed by gas chromatography/mass spectroscopy (GC/MS) and at the following cut-off levels:

<u>CONFIRMATION TEST</u>	<u>LEVEL (ng/ml)</u>
Amphetamines:	
Amphetamine	500
Metamphetamine (a)*	500
6-Acetylmorphine (b)*	10
Barbiturates:	200
Amobarbital	
Butalbital	
Pentobarbital	
Phenobarbital	
Secobarbital	
Benzodiazepines:	100
Alprazolam	
Hydroxyethyflurazepam	
Oxazepam	

Temazepam	
Triazolam	
Cocaine metabolite (c)*	150
Marijuana metabolite (d)*	15
Opiates:	
Codeine	300
Morphine	300
Phencyclidine	25

(a)* Specimen must contain amphetamine at a concentration of 200 ng/ml or more

(b)* Test for 6-AM when the morphine concentration exceeds 2,000 ng/ml

(c)* Benzoyllecognine

(d)* Delta-9-tetrahydrocannabinol-9-carboxylic acid

All confirmed tests results shall be reported as positive with the numerical values printed.

4. The FTDTL Contractor shall follow the latest DHHS guidelines for testing and reporting of specimen validity and suggestion of adulteration.
 - a. All confirmed drug test results shall be submitted electronically over the internet. The report shall include: the bar code, the donor's social security number, the collection date, the agency appropriation code (as noted on the CCF), the collection site number and the test result. (see Section 2.3 B.11)
 - b. For all drug test results that are confirmed positive, in addition to the requirements specified in "a." above, the report shall be submitted by secure facsimile and shall include: all drugs for which the specimen was tested, the cutoff levels for the initial screen test and the GC/MS confirmation test, and the positive lab result(s) including the pH level, the specific gravity level and the creatinine level. The FTDTL Contractor must also submit, by secure facsimile, a copy of the CCF signed by the laboratory scientist certifying the positive drug test result(s). (see Section 2.3 B.11)
 - c. All negative drug test results shall be submitted within 48 hours of the time the specimen was received by the FTDTL. All positive drug test results shall be submitted within 72 hours of the time the specimen was received by the FTDTL.
5. The FTDTL Contractor shall make available the services of the individual responsible for day-to-day management of the FTDTL or other employee who is a forensic toxicologist or who has equivalent forensic experience in urine drug testing to consult with the MRO to determine whether positive findings may be justified by physical conditions, prescription drugs or other legal explanations.
6. When requested by the MRO, reconfirmation testing of a sample previously reported as positive shall be conducted following the same testing procedure.

7. The release of all documents pertaining to individual specimens is strictly controlled by the Privacy Act, 5 USC 552a and other Federal and State laws governing confidentiality. None of these documents shall be released without the approval of designated State officials unless such release is specifically provided for herein.
8. The FTDTL Contractor shall provide a copy of all ratings received in internal and external proficiency testing programs which the laboratory has participated in or is currently participating in, starting from two years prior to the effective Contract date, and continuing throughout the term of the Contract.
9. FTDTL Contractor Testimony: Within two weeks of a written request, the FTDTL Contractor shall provide the MRO the appropriate litigation package of contested positive results (see Attachment E for sample). The FTDTL Contractor shall make contract personnel available, whenever requested in writing by the State, to provide a deposition or testimony and documentation as required in support of any administrative and/or court actions. No person provided for testimony shall have been convicted of perjury or of any felony crime.

If the FTDTL is not located within the State of Maryland and if it is necessary for any FTDTL personnel to come to Maryland to provide a deposition or testimony, for each such personnel authorized by the Contract Monitor, the FTDTL Contractor will be paid the per person/per day rate, as bid on Attachment F-2, for each full day or portion of a day over 4 hours, that each approved personnel spends in traveling to or from Maryland, or staying in Maryland. In addition, the FTDTL Contractor will also be paid the transportation expenses/prices, as also contained on Attachment F-2, for each occasion when an approved person from the FTDTL Contractor comes to Maryland.

The FTDTL Contractor will be paid the hourly rate or a prorated portion thereof rounded off in 15 minute increments, as bid on Attachment F-2, for each hour or rounded off 15 minute portions of an hour, that each approved personnel spends in preparing for and/or providing the actual deposition or testimony. Any billing for preparation time must be accompanied by reasonable documentation of the nature and rationale for the preparation by each approved person.

10. The FTDTL Contractor shall pay the cost for all shipping of the urine specimens from the Collection Contractor (who shall prepare the specimens for shipment) to the FTDTL.
11. The Contractor shall be aware of and comply with all aspects of the State of Maryland Information Technology Security Policy and Standards (Attachment J). These policies may be revised from time to time and the Contractor shall comply with all such revisions.
 - a. The Contractor shall pay special attention and adherence to Sections: 6-Access Control Standard; 7-Network Security Standard; 10-Encryption Standard; and 12-Use of Electronic Communication Standard.
 - b. As noted, any electronic transmission and file transfer methodology or any user access of data, including but not limited to the use of the File Transfer Protocol (FTP), Internet and Facsimile transmissions, shall only be by secured and encrypted methodologies and procedures that ensure proper user authentication, authorization, and audit trail of authorized individuals. As noted in the policy, the following services are prohibited: 1) Dial-in desktop modems, 2) Use of any type of "remote control" product (e.g., PCAnywhere), and 3) Use of any network-monitoring tool.

- c. As security and privacy are important factors to the State, at the time of Internet access, the Contractor shall not capture and/or keep any information or data not directly utilized in the performance of the Contract with the State. If any information or data is captured, the user shall be told what data is being captured, why the data is being captured, and what is going to be done with that data. Information that is not used in the performance of this Contract cannot be retained by the Contractor."
12. For reporting to the State and for other Contract related Information Technology (IT) issues, the Contractor shall ensure ongoing compatibility with the State IT systems. The Contractor should contact the Contract Monitor to obtain any information that is necessary to ensure that systems and reporting maintain capability for State use and access. The Contract Monitor will notify the Contractor of any changes that affect these capabilities. Current State platforms are:
- a. Hardware and Software Platforms are generally: Compaq Desktop, Pentium III, 256 MB RAM, 40GB Hard Drive, utilizing Windows 2000 and the MS Office Suite.
- b. The Web browser utilized is IE 5.0 or higher.
- c. The firewall is Symantec Velociprator and the Antivirus system utilizes Symantec AntiVirus.
- d. Data formatting for transmission usually needs to be by a coma-delimited text file. At the beginning of the Contract, or when file transmission specifications may change, specific file layout specifications will be furnished as needed by the State, as well as any additional file-transfer processes.
- e. In an emergency event, or if for any other reason normal transmission of data is not available, then backup submission of file data will be accepted on CD-RW disc, and must be submitted by the Contractor to be received by the State in overnight mail. The Contractor shall notify the Contract Monitor of any such needed occurrences, and shall provide for normal submission of data as soon as the emergency event has been rectified, and/or based on the Contract Monitor's further direction.
13. Systems Development Life Cycle Methodology
All State systems must include IT security as part of any system development life cycle management process. Refer to the requirements in the State of Maryland SDLC Methodology as required for information and format. (See URL: <http://www.dbm.maryland.gov/search/searchres.asp?UserID=2&FolderID=&Folder1=2512&SearchText=sdlc>).
14. Within ten (10) days of Contract award, Contractor shall submit a Communications Plan to the Contract Monitor. This Plan shall include, at a minimum, the names, phone numbers (including pagers, cell phones, etc.) and e-mail addresses for all key contact personnel in order to facilitate communications by the State to the Contractor. In case of an emergency event, as part of the Communications Plan the Contractor shall identify their escalation procedure and all of the same contact information as above. All such information shall be re-submitted to the Contract Monitor as often as necessary to remain current.

2.4 CONFIDENTIALITY REQUIREMENTS

Both the Collection Contractor and the FTDTL Contractor agree to keep information obtained in the course of this Contract(s) confidential in compliance with COMAR 17.04.09.14. The Contractor(s) agrees further to comply with any applicable State and Federal confidentiality requirements regarding collection, maintenance and use of health and financial information. This includes, where appropriate, the Federal Health Insurance Portability and Accountability Act (HIPAA, 42 U.S.C. § 1320d et seq. and implementing regulations at 45 CFR Parts 160 and 164) and the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq., MCMRA). This obligation includes providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract(s). This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the agency for information about its privacy practices in general or with respect to a particular individual, modifying such information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health and financial information.

2.5 RIGHT TO AUDIT

The State and its authorized representatives shall be authorized to examine any records, books and accounts of the Contractor(s) that are directly related to the performance of this Contract(s). All records shall be available during normal business hours for review by authorized representatives of the State. Such records shall be available for a period of not less than three (3) years subsequent to the termination of this Contract(s). However, in all cases, records shall be retained until final resolution of any audit questions or any pending litigation.

The State reserves the right at any time to derive data from or to inspect for review and analysis for audit purposes, the records held by the Contractor(s). Included in this right to audit shall be the following provisions:

1. The State is authorized to visit the Contractor's processing and/or storage premises and shall have access to all data including paper documents, microfilm, microfiche, and magnetically stored data which relate to payments or nonpayment made by the Contractor(s) and charged to the State.
2. The Contractor(s) shall allow the State or its designee full access to all claims data including paper documents, microfilm, microfiche and magnetically stored data relating to employee test results, and any other items needed for cost and outcome studies.
3. The Contractor(s) shall assist the State by promptly providing requested data and assisting in sample surveys.

2.6 BILLING AND INVOICING

The Collection Contractor and FTDTL Contractor are responsible for billing DBM in a timely and accurate manner no later than the 15th of the month for the preceding calendar month in accordance with this section and the attached Contract(s). If a single consolidated contract is awarded, one invoice covering all collection and lab testing must be submitted. Invoices shall be sent to the Contract Monitor as identified in Section 1.3. Invoices shall contain the following information:

- date of each collection
- barcode for each collection/test
- social security number of each donor
- agency appropriation code (as recorded on the CCF)
- collection site
- collection/test performed
- unit price for each collection/test performed (as specified on the Bid Page F-1/F-2)
- total number of collections/tests performed
- total amount owed for all collections/tests performed
- unit price, quantity and total price for other services, if applicable
(e.g. testimony, travel, etc)

Invoices submitted without clear, concise, readable, definitive information shall be returned to the Contractor(s) for clarification and may delay payment.

Invoices must be signed and dated and include the DBM-issued Purchase Order (P.O.) number, the Contractor's social security number or Federal Tax ID number, and the Contractor's mailing address. Payments will be made based on a comparison of invoices with the deliverables actually received by DBM and a determination of continued satisfactory provision of services and compliance with all Contract requirements.

All invoices must be received within 45 calendar days of the end of this Contract(s). Any invoice not received within 45 calendar days of the end of the Contract(s) will not be paid.

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SECTION 3 - BID PREPARATION AND SUBMISSION

3.1 BID FORMAT

Bidders may submit bids for Urine Sample Collections and Shipment/Delivery to FTDTL Services (Required Service #1), or for FTDTL Services (Required Service #2), or for both. Bidders submitting for both Required Service #1 & #2 must submit separate and complete bid packages for each Required Service.

Bidders must provide all services identified within the IFB for the appropriate Required Service category. Bidders who fail to include all services or prices for all these services, as outlined in Attachment F Bid Price Forms, will be deemed to be not responsive.

3.2 BID SUBMISSION

It is the intention of DBM to award this Contract(s) through the Multi-Step Sealed Bidding procurement method as described in COMAR 21.05.02.17. The Multi-Step Sealed Bidding method is a two-phase process in which bidders submit unpriced "Technical Offers" and separate "Price Bids."

- A. Bidders must simultaneously submit bids in two separately sealed envelopes, one labeled "Technical Offer" and the other labeled "Price Bid".
- B. Both envelopes are also to be labeled as follows:
 - 1) "Multi-Step Sealed Bid - Maryland Department of Budget & Management, Testing for Illegal Use of Drugs Project #F10R4200149;"
 - 2) the Required Service category being bid; "Urine Sample Collections and Shipment/Delivery to FTDTL (Required Service #1)," and/or "FTDTL Services (Required Service #2);"
 - 3) the bid due date and time; and
 - 4) name of the bidder.
- C. Bidders are to submit an unbound original of the Technical Offer and the Price Bid plus five (5) additional copies of each, for each Required Service category for which a bid is submitted. The original and copies should be marked accordingly. An electronic version of both the Technical Offer in MS Word format and the Price Bid in MS Word or MS Excel format must also be submitted with the unbound original Technical Offer and Price Bid, as appropriate. Electronic media may be 3 ½" diskette or CD and shall bear the IFB number and name, name of the Bidder and the Technical Offer or Price Bid designation. Material not readily convertible to this medium must be identified and may be excluded.
- D. All bids (both Technical Offer and Price Bid) are to be delivered by the bid due date to DBM as prescribed in Section 1.7 of this solicitation.

3.3 BID OPENING & AWARD

- A. Technical Offers will not be opened publicly, but will be opened in the presence of at least two State employees. Technical Offers will then be evaluated.

- B. After Technical Offers have been evaluated and accepted, Price Bids from only those bidders whose Technical Offers have been found acceptable shall be publicly opened at the date, time and place specified in Section 1.21 herein. Price Bids from bidders whose Technical Offers have been found unacceptable shall be returned unopened.
- C. At the time of Price Bid opening, a Register of Bids will be prepared that identifies each qualifying bidder and the Price Bid, for each of the two Required Service categories. The Register of Bids will be open to public inspection.
- D. The cContract (s) will be recommended for award to the responsible and responsive bidder (s) submitting the most favorable (lowest) Price Bid for each of the two Required Service categories, specifically on Attachment F-1 “EST. 5 YR TOTAL BID PRICE F” for Required Service #1 and on Attachment F-2 “EST. 5 YR TOTAL BID PRICE G” for Required Service #2.
- E. In the case of tie bids, the award determination shall be made in accordance with COMAR 21.05.02.14(B).

3.4 TECHNICAL OFFER/INFORMATION TO BE SUBMITTED FOR BOTH REQUIRED SERVICES #1 & #2.

- 3.4.1 By submitting a bid, the Bidder agrees to comply with each and every section, subsection and addendum of this solicitation, including the State’s Contract Attachment A. The information listed below is mandatory and must be furnished by all bidders. Failure to provide this information will result in the disqualification of the bid. Do not alter any State attachments.

Warning: Exceptions to the contractual terms and conditions or scope of work may result in having the bid deemed unacceptable or classified as not responsive.

- 3.4.2 Bidder(s) shall acknowledge the receipt of amendments to the IFB, if any.
- 3.4.3 Bidders Capabilities & Experience: Bidders must demonstrate that they: (1) have recent experience in providing drug testing and/or urine collection services for entities of comparable size and complexity to the State of Maryland; (2) have demonstrated staff expertise in urine sample collection and/or employee drug testing and (3) are financially capable of administering the service(s) for which they submit a bid. Specifically, Bidders should provide the following:

A description of the company to include its history, organizational structure and ownership. The organizational structure of the bidder shall include its relationship to any parent firms, sister firms, subsidiary firms or any firms which may have an interest in the State's drug testing program. Describe the corporate resources that will be available to support this Contract(s).

An organization plan describing the corporate relationship, including joint ventures and delineating the relationship between the prime contractor and any or all subcontractor(s);

An organization chart, resumes, specific roles, responsibilities, and labor category for Key staff that will be assigned to this engagement.

Information on past experience with similar projects.

3.4.4 References: Bidders should provide references from five (5) current and/or previous customers who are capable of documenting experience in providing the same or similar services to other firms, agencies or governmental units. Each reference shall include:

1. Name of client organization.
2. Name, title, and telephone number of point of contact for client organization.
3. Value, type, and duration of contract(s), the services provided, scope of the contract, geographic area supported, performance objectives being satisfied, and improvements made to client systems (e.g., reduction in operation/maintenance costs while maintaining or improving current performance levels).
4. An explanation of why the bidder is no longer providing the services to the client organization, if the bidder is no longer serving this client.

DBM reserves the right to request additional references and conduct performance background checks on the bidder selected for contract award as part of technical qualifications.

3.4.5 Fiscal Integrity and Insurance:

- A. Bidders shall submit documentation of fiscal integrity and financial capacity to perform the required services in the form of audited financial statements for each of the last three years. These financial statements should include a current balance sheet, a certified financial statement or equivalent information which includes the financial position of the bidder.

For privately held companies, instead of audited financial statements a bidder may submit its best available documents which address the firm's financial solvency, which may include but not be limited to one or all of the following:

Dunn and Bradstreet rating;
Financial statements;
Line of credit;
Successful financial track record; and/or
Evidence of adequate working capital.

- B. Bidder shall submit its current certificate of insurance which, at a minimum, should contain the following:

Carrier (name and address)
Type of insurance
Amount of coverage
Period covered by insurance
Exclusions

3.4.6 Legal Action Summary:

Bidder shall submit:

- A. A statement as to whether there are any outstanding legal actions or potential claims against the bidder and a brief description of any such action.
- B. A brief description of any settled or closed legal actions or claims against the bidder over the past five (5) years.

- C. A description of any judgments against the bidder within the past five (5) years, including the case name, number, court, and what the final ruling or determination was from the court.
- D. In instances where litigation is ongoing and the bidder has been directed by the court not to disclose information, provide the name of the judge and location of the court.

3.5 TECHNICAL OFFER/INFORMATION TO BE SUBMITTED FOR REQUIRED SERVICE #1 - Urine Sample Collections and Shipment/Delivery to FTDTL

- A. **Mandatory Requirement:** Provide evidence of compliance with the requirement that the specimen collectors meet the training requirements specified in §40.33 of 49 CFR Part 40 and shall maintain compliance with the training requirements throughout the duration of this contract. **NOTE: A Bid that does not meet this Mandatory Requirement will not be further considered and the Price Bid will be returned unopened.**
- B. Provide a description of the duties of the person or persons assigned management responsibility for each of the areas listed in the technical requirements of this solicitation. The authority and accountability of each manager shall also be provided. The bidder shall specifically note whether management responsibility for more than one of the areas listed in the technical requirements section is assigned to the same person and, if this is the case, the bidder shall identify which specific areas are assigned to the same person;
- C. Provide the resumes of key personnel who will be assigned to this contract. Specifically state the training and experience of all members of the collection staff and provide evidence of compliance with the training requirements specified in §40.33 of 49 CFR, Part 40.
- D. To demonstrate compliance with Section 2.3.A.4., Collection Requirements, bidders must affirm that their collection procedures will adhere to all procedures specified by SAMHSA, and explain how such adherence is accomplished during all phases of the collection process. In particular, bidders should:
 - 1. Describe the intended type of packaging to be used for shipment of specimens to the State designated FTDTL;
 - 2. Describe the typical and maximum time frames between the collection and shipment of a sample;
 - 3. Describe their procedure and capacity, both in terms of staff and number of collection kits, to accommodate more persons appearing at a collection site to provide specimens than had been estimated under the advance Notification to Collection Contractor provision described in Section 2.3.A.2.a,
 - 4. Describe how they will satisfy the time requirements (within 24 hours or 6 hours of notice, respectively) for urgent and emergency collections specified in Sections 2.3.A.2.b and c.
 - 5. Certify that the collection personnel meet the training requirements specified in §40.33 of 49 CFR, Part 40 and if the identified collection

personnel change, the bidder shall acknowledge that replacement collection personnel will meet the training requirements.

- E. Provide resumes of collection personnel who may be requested to serve as expert witnesses as required under this IFB. Included in those resumes shall be a list of all cases in which the individual has testified, either through deposition or at a trial, the party for whom the individual testified, and whether the individual was qualified by the court to testify as an expert witness.
- F. Collection Supplies --The bidder shall describe the proposed approach to satisfy the requirement to provide all collection supplies and shall also provide a complete sample collection kit including the bidder's proposed CCF.

The bidder shall specifically address how the temperature sensing device of the shipping bottle will meet the mandatory requirement to have a 24 month shelf life from time of delivery to the FTDTL Contractor.

- G. Subcontractors – Provide the same information as requested above for each subcontractor that the bidder proposes to perform any of the functions under this contract.
- H. If the Collection Contractor does not submit a bid to also perform Required Service #2 - FTDTL, or submits a bid but is not selected for award as the FTDTL Contractor, the Collection Contractor will need to work cooperatively with the contractor selected for the FTDTL service. Therefore, in its bid for Required Service #1 – Urine Sample Collections, the bidder shall describe how it will coordinate/cooperate with the FTDTL Contractor to produce seamless, efficient, and secure service delivery.

3.6 TECHNICAL OFFER/INFORMATION TO BE SUBMITTED FOR REQUIRED SERVICE #2 – FTDTL Services

- A. **Mandatory Requirement:** Provide evidence of compliance with the requirement that the laboratory be SAMHSA certified and shall maintain certification from SAMHSA throughout the duration of this contract. **NOTE: A Bid that does not meet this Mandatory Requirement will not be further considered and the Price Bid will be returned unopened.**
- B. Provide a description of the duties of the person or persons assigned management responsibility for each of the areas listed in the technical requirements of this proposal. The authority and accountability of each manager shall also be provided. The bidder shall specifically note whether management responsibility for more than one of the areas listed in the technical requirements section is assigned to the same person and, if this is the case, the bidder shall identify which specific areas are assigned to the same person.
- C. Provide a description of the approach for the supervision of all phases of testing.
- D. Provide resumes of key personnel who will be assigned to this contract.
- E. Provide resumes of laboratory personnel who may be requested to serve as expert witnesses as required under this IFB. Included in those resumes shall be a list of all cases in which the individual has testified, either through deposition or at a trial, the party for

whom the individual testified, and whether the individual was qualified by the court to testify as an expert witness.

- F. Equipment --The bidder shall include information pertinent to the condition of the laboratory equipment that will be used for the performance of the drug screening and confirmation tests required by this contract.
- G. Quality Control --The bidder shall include a description of its Quality Assurance/Quality Control (QA/QC) organization, including the number of personnel assigned to this activity. The bidder should also include the ratio between the number of tests performed by the laboratory and the number of QA/QC staff and whether or not the staff will be increased if the bidder is awarded this contract. If the staff will be increased, the bidder should indicate the magnitude of the increase.

The information provided in this subsection should also include the bidder's proposed approach to maintaining appropriate QA/QC at all times in all stages of shipping, testing, and storage of all samples tested under this contract. If the bidder's approach includes separate QA/QC procedures for different organizations within the FTDTL, the bidder should explain how these plans interrelate and how they will be integrated to assure that test results are forensically supportable.

The Bidder shall provide a copy of all ratings received in internal and external proficiency testing programs which the laboratory has participated in, or is currently participating in, during the past two (2) years.

- H. Security --The bidder shall describe its approach to meeting all security requirements.
- I. Chain-of-Custody --The bidder shall describe its approach to meeting the chain of custody requirements under governing Federal law or guidelines.
- J. Laboratory Testing--The bidder shall specifically address and include evidence to substantiate that the laboratory meets the mandatory requirements of Maryland Annotated Code, Health-General Article, §17-214 and that the laboratory is certified by SAMHSA.

The bidder shall certify that the personnel required to maintain SAMHSA certification remain employed (in the same capacity) by the FTDTL, or if personnel with SAMHSA certification have changed since certification was granted, the bidder shall provide evidence that the replacement personnel meet SAMHSA certification requirements.

- K. Records and Data --The bidder shall describe its approach to meeting the requirements regarding maintenance of each type of record required by Federal law or guidelines, as well as information regarding the preparation and submission of each type of required data, report, or notification. The bidder shall also include in this section its proposed format for the drug test results report.
- L. Computer Capabilities – The bidder shall specifically address and include evidence to substantiate that the computer equipment and software that will be used for transmitting drug test results meet the mandatory requirements to be compatible with the State's computer hardware, software and peripherals, provided these are based upon commonly available, mainstream applications or systems, as appropriate.

- M. Subcontractors -- Provide the same information as requested above for each subcontractor that the bidder proposes to perform any of the functions under this contract.
- N. If the FTDTL Contractor does not submit a bid to also perform Required Service #1 – Urine Sample Collections, or submits a bid but is not selected for award as the Collection Contractor, the FTDTL Contractor will need to work cooperatively with the contractor selected for the collection service. Therefore, in its bid for Required Service #2 - FTDTL Services, the bidder shall describe how it will coordinate/cooperate with the Collection Contractor to produce seamless, efficient, and secure service delivery. In particular, the bidder should detail how it will adhere to the requirement for the FTDTL Contractor to pay the cost of transporting all specimens to its testing site.

3.7 PRICE BID SUBMISSION

The State is seeking bids that offer a firm fixed price for the life of the contract(s) that will result from this solicitation. For the purposes of this IFB, the term “firm fixed price” means that the Bid Price Per Unit for each of the services that will be provided by the Collections Contractor and the FTDTL Contractor will be the same for each year of the contract.

3.7.1 Price Bid Form Instructions

- A. Bidders must complete the appropriate Price Bid Form (Attachment F) for which a bid is being submitted – Attachment F-1 for Required Service #1 and/or Attachment F-2 for Required Service #2.
- B. Bidders must submit their bids on the Price Bid Forms in accordance with the instructions on the forms and as specified herein. Do not change or alter the Price Bid Forms in Attachment F.
- C. Bidders are required to:
 - 1) Record the Bid Price Per Unit they are bidding for each line item specified on the Price Bid Form;
 - 2) Calculate the Estimated Annual Total Bid Price of each line item by multiplying the Bid Price Per Unit times the Estimated Units;
 - 3) Add the Estimated Annual Total Bid Price for all of the line items to obtain the Total Estimated Annual Contract Price;
 - 4) Calculate the “Estimated 5 Year Total Bid Price” by multiplying the Total estimated Annual Contract price times five (5). (This amount shall be the basis for Price Bid comparison and recommendation for award).
- D. The Estimated 5 Year Total Bid Price specified above is based on model quantities and will be used solely for price comparison and selection for recommendation for award. The Estimated Units indicated are not a guarantee of any maximum or minimum quantities under the contract and may change at any time during the term of the contract. The actual amount to be paid to the Contractor shall be calculated using the firm fixed Bid Prices Per Unit specified on the Price Bid Form and the actual amount of each respective service supplied by the Contractor.

- E. Each Bid Price Per Unit must be the actual price the State will pay for the services required by this IFB and shall not be contingent upon any other factor or condition in any manner. Nothing shall be entered on the Price Bid Form that alters or proposes conditions or contingencies on the bid prices. The prices bid must be fully-loaded prices that include all costs/expenses associated with the provision of the services as required by this IFB. The prices bid shall include but are not limited to: Labor, Profit/Overhead, Supplies/Materials, General Operating and all other expenses except as expressly excluded in the IFB specifications. The prices bid are the only payments the Contractor will earn. No other amounts will be paid to the Contractor.
- F. All prices must be clearly typed or written in ink with dollars and cents (e.g., \$24.15). Any calculations that result in a fraction of a cent must be rounded to the nearest whole cent (e.g., \$1.025 would be rounded to \$1.03 and \$1.024 would be rounded to \$1.02).
- G. The Price Bid Form must be completely filled in (no blanks or omissions), dated, and signed where indicated by an individual who is authorized to bind the bidder to all prices, services and requirements contained in this IFB. See Bidder Responsibilities-Section 1.15.

3.7.2 Price Bid Assumptions

- A. Assume monthly billing of services
- B. Assume zero commissions
- C. Amortize start-up charges over the term of the contract
- D. Assume that bidder will not be awarded both the collections contract and the FTDTL contract. The price bids for each contract must stand alone.

3.7.3 Price Adjustment

The unit prices (Bid Price Per Unit) listed on Attachments F-1 and F-2 will be fixed for the first two (2) years of both the collections contract and the FTDTL contract. For each of the remaining years (third, fourth & fifth) of the respective contracts, the contractor(s) will be permitted to increase the unit prices by the lesser of 3% or the percentage change in the Baltimore/Washington composite (total of all categories) Consumer Price Index (B/WCPI) for the preceding full calendar year versus the composite index level of the full calendar year before that.

However, any such increase that a contractor(s) may be entitled to shall not occur automatically. To obtain an increase, the contractor(s) must make a specific written request, at least 2 weeks prior to the intended effective date of the increase, to the State Contract Monitor. This request must document the change in the B/WCPI and indicate the resultant intended unit price increase. The State Contract Monitor shall verify the contractor's documentation and mathematical calculations within two weeks and shall either approve the accuracy of the intended rate increase or provide notice of any error. No increase may be billed by the contractor until it has been approved by the State Contract Monitor.

If the B/WCPI should decrease during any period of the contract(s) that are subject to revision under the above-described procedure, the State may automatically reduce the unit price payments under either contract by the appropriate amount as of the date permitted by this procedure for such price change.

An illustration of the application of this procedure follows. The third year of the contract(s) is expected to begin on 7/1/2006. If the B/WCPI increased by 2.5% between 12/31/2004 and

12/31/2005, the contractor(s) can request a 2.5% increase in their unit prices as of 7/1/2006 to cover the third contract year (until 6/30/2007).

3.8 SUMMARY OF ITEMS REQUIRED WITH BID SUBMISSION

In addition to all information required by the IFB to be provided in the Bid submission, bidders are reminded to include the following items with their bid:

TECHNICAL OFFER:

ITEM	IFB SECTION	PAGE	BY WHOM
1 original & 5 copies of Technical Offer	1.7 3.2	6 22	collection bidder & FTDTL bidder
Acknowledgement of amendments to the IFB, if any	1.9 3.4.2	7 23	collection bidder & FTDTL bidder
List of subcontractors and description of roles	1.15	8	collection bidder & FTDTL bidder
Bid/Proposal Affidavit (Attachment B)	1.17	8	collection bidder & FTDTL bidder
Proof of compliance with Mandatory Requirement (Section 2.2 Page 11)	3.5 A. 3.6 A.	25 26	collection bidder FTDTL bidder
Organization Chart/Capabilities & Experience	3.4.3	23	collection bidder & FTDTL bidder
List of References	3.4.4	24	collection bidder & FTDTL bidder
Documentation of Fiscal Integrity	3.4.5.A.	24	collection bidder & FTDTL bidder
Documentation of Insurance	3.4.5.B.	24	collection bidder & FTDTL bidder
Legal Action Summary	3.4.6.	24	collection bidder & FTDTL bidder
Resumes of Key Personnel	3.5 C. 3.6 D	25 26	collection bidder FTDTL bidder
Collection Kit Sample to include CCF	3.5 F.	26	collection bidder
Proficiency test ratings	3.6 G	27	FTDTL bidder

PRICE BID:

1 original & 5 copies of Price Bid	1.7 3.2	6 22	collection bidder & FTDTL bidder
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ATTACHMENTS

- ATTACHMENT A - The State's Contract (Provided with the IFB for informational purposes and is not required at bid submission time. However, it must be completed, signed and returned by the selected Bidder to the Procurement Officer upon notification of proposed contract award.)
- ATTACHMENT B - Bid/Proposal Affidavit (This form must be completed and submitted with the Bidder's Technical Offer)
- ATTACHMENT C - Contract Affidavit (This form is not required at bid submission time. It must be completed and submitted by the selected Bidder to the Procurement Officer within 5 working days of notification of proposed contract award)
- ATTACHMENT D - SAMHSA Urine Specimen Collection Handbook/Drug Testing Guidelines
- ATTACHMENT E - Expert Witness Sample Document
- ATTACHMENT F - Price Bid Forms (This form(s) is to be completed by the Bidder and will comprise the Bidder's Price Bid)
F-1: Estimated 5-Year Total Bid Price for Required Service #1
F-2: Estimated 5-Year Total Bid Price for Required Service #2
- ATTACHMENT G - List of Collection Sites
- ATTACHMENT H - COMAR 17.04.09
- ATTACHMENT I - Vendor Electronic Funds (EFT) Registration Request Form COT/GAD X-10
- ATTACHMENT J - State of Maryland Information Technology Security Policy and Standards (July 2003)
- ATTACHMENT K - Pre-Bid Conference Response Form. It is requested that this form be completed and submitted as described in Section 1.4 by those potential bidders who plan to attend the conference.

CONTRACT

THIS CONTRACT is made this _____ day of _____, 2004 by and between _____ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET AND MANAGEMENT**.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

Definitions

In this Contract, the following words have the meanings indicated:

1.1 “Contract Monitor” means Margaret Embardino, Department of Budget & Management

1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

1.3 “Department” means the Department of Budget and Management.

1.4 “Bid” means the Contractor’s Bid dated _____ submitted in response to this IFB, consisting of the Technical Offer and Price Bid

1.5 “Procurement Officer” means Robert W. Howells, Department of Budget & Management.

1.6 “IFB” means the Invitation for Bids, Project #F10R4200149 for “Testing For Illegal Use Of Drugs By Applicants And Employees For The State Of Maryland”.

1.7 “State” means the State of Maryland.

2. Scope of Work

2.1 The Contractor shall provide Required Service # 1, Urine Sample Collections and Shipment/Delivery of those samples to a State selected Forensic Toxicology Drug Testing Laboratory (FTDTL); and/or Required Service # 2, the testing of those urine samples by the State selected Forensic Toxicology Drug Testing Laboratory (FTDTL) for the State of Maryland as more completely described in the IFB and the Contractor’s Bid. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – Invitation For Bids (IFB) and any Amendments

Exhibit B – Contractor’s Bid dated _____.

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor

shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide all required services in accordance with the IFB. The term of this Contract is for a period of about five (5) years commencing on the date that the Department executes this contract and terminating on June 30, 2009. The Contractor shall provide services upon receipt of a Notice to Proceed from the State of Maryland Contract Monitor.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the IFB and the terms of Exhibit B, the Contractor's Bid. Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed \$ _____. Contractor shall notify the Contract Monitor, in writing, at least 60 days before payments reach the specified amount. After notification by the Contractor, if the State fails to increase the contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount.

4.2 Payments to the Contractor for billed services shall be made no later than thirty (30) days after the receipt of a proper invoice from the Contractor and acceptance by the using agency of the services provided by the Contractor. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. Invoices should be submitted to the Contract Monitor.

4.2 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.3 Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

5. Personnel

The Contractor agrees that all personnel identified in its Bid shall be assigned to the State account for the duration of the term of the Contract, including any extension, unless such personnel are no longer employed by the Contractor or the State requests that such personnel be reassigned.

6. Rights to Records

The Contractor agrees that all documents and materials, including but not limited to software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical artwork, computations and data, prepared by the Contractor solely for purposes of this Contract with the State of Maryland, shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

7. Confidentiality

All information and documentation provided by the Contractor to the State under this Contract shall be held in absolute confidence by the Contractor. The Contractor shall disclose information only as directed by the Department.

8. Indemnification

8.1 The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

8.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

8.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

8.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

9. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

10. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

11. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

12. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

13. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

14. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

15. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

16. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

17. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

18. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

19. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

20. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure

The Contractor shall comply with Sections 14-101 – 14-108 of the Election Law Article, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

22. Retention of Records.

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

23. Representations and Warranties.

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

24. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of the Financial Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of sections 8 and 10 through 23 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

26. Administrative

26.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.

256.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: Department of Budget and Management
Procurement Office, Room 111
45 Calvert Street
Annapolis, Maryland 21401
Attention: Robert Howells

If to the Contractor: _____

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

**MARYLAND DEPARTMENT OF
BUDGET AND MANAGEMENT**

By:

By: James C. DiPaula, Jr.: Secretary

Date

Date

Witness:

Witness:

Approved for form and legal sufficiency this _____ day of _____, 2004.

Assistant Attorney General

Approved By Board of Public Works: _____
(Date) (BPW Item #)

ATTACHMENT B

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____

and the duly authorized representative of [business] _____

_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article #6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§ 1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§ 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;

(h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Procurement Officer within 10 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of § 2(a) - (j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative
and Affiant)

BPAFF
7/1/99

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)
and the duly authorized representative of _____
(business)
and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name:_____

Address:_____

(2) Except as validly contested, the business has paid, or has arranged for payment of , all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated_____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE:_____ BY:_____

Signature

(Authorized Representative and Affidavit)

ATTACHMENT D

**SAMHSA Urine Specimen Collection Handbook for the New Federal Drug Testing
Custody and Control Form/Drug Testing Guidelines**

Not available in electronic format with this solicitation

Hardcopy may be obtained by contacting the Procurement Officer:

Robert W. Howells
Department of Budget and Management
Office of Policy Analysis
Procurement Unit/ Room #111
45 Calvert Street
Annapolis, Maryland 21401
Telephone #: 410-260-7747
Fax #: 410-974-3274
E-mail: rhowells@dbm.state.md.us

Or, can be viewed and accessed at URL:

<http://workplace.samhsa.gov/DrugTesting/SpecimenCollection/UrnspecmnHndbk.html>

ATTACHMENT E

EXPERT WITNESS SAMPLE DOCUMENT

I, _____ do declare:

1. I am a Senior Technical Advisor for _____ Laboratories, Inc., _____ performs drug testing under contract to Maryland Department of Budget and Management. _____ has been performing drug analysis for more than _____ years. My responsibilities at _____ include answering client inquiries regarding analytical methods and matters relating to the drugs of abuse and their metabolites. I am a Custodian of Records for _____.

2. I have a B.Sc. in Medical Technology from Wagner College, Staten Island, New York (1979).

3. _____ is certified by the Substance Abuse and Mental Health Services Administration, the College of American Pathologists (CAP) and more than a dozen states, which operate laboratory certification programs.

4. Various methodologies for drug detection are accepted as reliable by the scientific community, including thin layer chromatography (TLC), enzyme immunoassay (EMIT), gas chromatography (GC) and gas chromatography/mass spectrometry (GC/MS). I am personally and professionally familiar with all of the foregoing methodologies for drug testing. I have personally used or evaluated each of the foregoing methodologies in the detection of drugs of abuse in urine during my career as a forensic and clinical toxicologist.

5. TLC is based upon the principle of a differential migration of chemical substances, such as drugs and their metabolites, when placed on a plate of glass, which has been coated, with a thin layer of silica gel. An extract of a urine specimen is applied to a thin-layer plate, which is placed in an organic solvent. The solvent is allowed to flow in an upward direction along the plate and, in the process, different drugs will migrate to different positions on the plate. The drugs are visualized by the use of a series of spray reagents that react with the various substances to give characteristic colors. Drug identity is achieved by visual inspection of the color and position of the drug containing areas on the plate, relative to known reference standards analyzed at the same time as the specimens in question. TLC is considered by analytical toxicologists to be an acceptable procedure for determining the presence of drugs of abuse in urine.

6. EMIT is based upon the principles of the immunoassay, a technique which may be used for the detection of drugs in body fluids, such as urine. The Nobel Prize in Physiology and Medicine was awarded in 1977 to Dr. Rosalyn Yalow for her original development of the immunoassay technique. It has become one of the most widely used and reliable methods of laboratory medicine throughout the world. _____ utilized the series of EMIT dau assays produced by Behring Diagnostics, Inc., located in San Jose, California which include specific enzyme immunoassays for the detection of drugs of abuse in human urine. The instruments on which these tests are performed are calibrated daily. Quality control samples are included with all client samples and the expected results must be obtained on these control samples or the results will not be released. EMIT is regarded by the scientific community as an acceptable screening test for detecting drugs in urine.

7. GC is based upon the principle of the differential mobility of chemical substances, such as drugs and their metabolites, when injected into a special column of adsorbent material through which a stream of inert gas is allowed to flow. The high temperature created by the heated conditions volatilizes the drugs, which are swept through the column by the flow of gas. The drugs are carried along by the gas flow and pass through the column at different rates; they are detected as they emerge from the column and the time of their emergence is noted. Identification is made by comparing these times to those of reference substances analyzed in an identical manner. GC is considered by analytical toxicologists to be an acceptable procedure for confirming the presence of drugs of abuse in urine.

8. GC/MS is based in part upon the same principles as GC. In addition, a mass spectrometer is used to detect and characterize the substances emerging from the gas chromatograph. The mass spectrometer fragments the emerging substances into unique patterns which, when compared to reference standards, enable the specific identity of the substance to be established. GC/MS is regarded as the most legally defensible method of drug identification.

9. _____ standard procedure for testing urine specimens submitted by the Maryland Department of Budget and Management is to screen for drugs using EMIT. Any positive screen result will initiate a second test on that sample. This second “confirmation” test is by GC/MS, a different and more specific test methodology than the EMIT test. Utilizing two distinctly different test methodologies, which must both yield positive results, is a commonly accepted practice when testing samples for drugs of abuse in the forensic arena. This multiple testing procedure has two inherent safeguards against a false “positive” report: (a) the specimen container is independently sampled and the label checked each time a different test procedure is used, thus eliminating the possibility of an incorrect selection or assignment of the specimen; and (b), with two separate testing procedures, there is virtually no possibility that the “positive result could be produced by another drug taken by the subject, or by some interfering substance in the urine, since any such interfering substance would have to influence both methods to generate a false positive result.

10. When drugs are taken into the body, they emerge in the urine as either chemically modified products of biotransformation (“metabolites”) or as unchanged drug. Therefore, a confirmed finding may report either the presence of the drug itself or may report the presence of a closely related metabolite of the drug.

11. Specimens are collected using chain of custody procedures, sealed and transported to _____ via the United States Postal Service or some other common courier. Prolonged storage at room or elevated temperature will not cause a sample to test positive if that sample is not truly positive. Each mailing container contains the urine specimens in individual plastic specimen bottles. The bottles are identified by a unique, bar coded specimen number. Included within the mailing container is also a Chain of Custody for Drug Analysis form, which has a matching bar coded specimen number. This form is partially filled out by the requesting site with information pertaining to the specimen, the donor and the collection agent.

12. Upon arrival at _____, the sealed boxes enter a limited access specimen receiving room. Each box is opened and the contents are checked to determine the integrity of each sample, i.e., that the sample is labeled with the proper identification, the tamper proof seal is intact, leakage has not occurred and that the sample contains an adequate quantity of urine for performing the testing requested. If any of these conditions are violated, the sample is not tested. The labeled sample bottle remains at all times in this limited access receiving room. Only portions (aliquots) in labeled sample tubes leave this area for testing.

13. Each urine sample is next entered into the computer and is assigned a sequential laboratory accession number, which is used to identify the sample within the laboratory. Aliquots of the samples are then released to the laboratory for testing. The identity of each person involved with the testing process is recorded for legal reference.

14. When _____ has completed its analysis of a specimen, all test results related to the specimen are subjected to a final data review by a certifying scientist familiar with all aspects of the custody protocol and with the analytical test procedures to assure the accuracy and defensibility of the data. The certifying scientist enters the final drug test result(s) into the laboratory computer and locks the result(s) to a permanent file, causing his/her name to appear on the report as the certifying scientist. A copy of this report, a normal business record, is generated and returned to the designated site.

15. Positive samples are saved for twelve (12) months after they are received, unless a specific request is made to save the sample for a longer period. Negative samples are saved for two weeks.

16. According to records maintained by _____, on _____ received a urine sample from the Maryland Department of Budget and Management and identified as bar code Specimen Number _____. This specimen was assigned laboratory accession number _____. According to _____ usual procedure, this sample was tested by EMIT, as described above, found to be positive for cannabinoids (marijuana). Pursuant to the usual procedure, this same sample was subsequently tested by GC/MS as described above, and was confirmed positive for the primary cannabinoid metabolite, THC carboxylic acid.

By using an analytical approach that requires two levels of testing (initial screening by immunoassay, followed by a second confirmatory test that is based on a different chemical principle, such as GC/MS), coupled with stringent chain of custody documentation, the accuracy rate is virtually 100%.

There are no medications, other than Dronabinol, also known as Marinol, that when taken singularly or in combination with any other medication would produce a positive test for marijuana. In addition, the marijuana testing levels used by the Maryland Department of Budget and Management rule out the possibility of a marijuana positive due to passive exposure.

While I did not test this specimen, I attest that I have personally reviewed the data associated with this sample, and that the records do not reflect any discrepancies with the testing procedures used by _____ Laboratories, Inc. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and if called upon to testify in this matter, I would do so in the manner set forth above.

Executed this _____ day of _____, 20____,

ATTACHMENT F

PRICE BID FORMS

PRICE BID FORM - URINE SAMPLE COLLECTIONS AND SHIPMENT/DELIVERY SERVICES (REQUIRED SERVICE #1)

<u>SPECIMEN COLLECTION PRICES</u>	<u>ESTIMATED UNITS*</u>	<u>BID PRICE PER UNIT**</u>	<u>ESTIMATED TOTAL ANNUAL PRICE</u>
PRICE PER REGULAR COLLECTION (3 Working Days Notice; See 2.3 A.2a)	4800* x	(Bid Price A) _____ = _____	(Est. Annual Total Bid Price A)
PRICE PER URGENT COLLECTION (24 Hours Notice; See 2.3 A.2b)	29* x	(Bid Price B) _____ = _____	(Est. Annual Total Bid Price B)
PRICE PER EMERGENCY COLLECTION (6 Hours Notice; See 2.3 A.2c)	1* x	(Bid Price C) _____ = _____	(Est. Annual Total Bid Price C)
HOURLY RATE FOR EXPERT TESTIMONY/PREPARATION	10* hours x	(Bid Price D) _____ = _____	(Est. Annual Total Bid Price D)
TOTAL EST. ANNUAL CONTRACT PRICE		(Bid Price E) _____ = _____	(Sum of Bid Prices A+B+C+D)
TOTAL EST. CONTRACT PRICE		Bid Price E x 5 Years = _____	<u>(EST. 5 YR TOTAL BID PRICE F)</u>

This "**ESTIMATED 5 YEAR TOTAL BID PRICE F**" will be compared among Bidders in order to determine the lowest Bid Price.

* These Estimated Units are used for evaluation purposes only. They are not a guarantee of either a minimum or maximum number of collections of any type, or of hours related to preparation of testimony or for testimony that will be needed. The contractor shall only be paid for the actual number of each collection type or hours of testimony/preparation required, at the firm fixed unit prices bid above, subject to the Price Adjustment provision of IFB Section 3.7.3.

** These Bid Prices Per Unit shall be the only amounts paid to the contractor to perform all activities required in Section 2.3 A. of this IFB.

Name of Bidder: _____

Name of Official Binding Bidder to These Bid Prices: _____

Signature of Official Binding Bidder: _____

Date of Signature: _____

<u>DRUG TESTING PRICES</u>	<u>ESTIMATED UNITS*</u>	<u>BID PRICE PER UNIT**</u>	<u>ESTIMATED TOTAL ANNUAL PRICE</u>
PRICE PER INITIAL IMMUNOASSAY SCREENING (See 2.3 B.2)	4800* x	(Bid Price A) _____ = _____	(Est. Annual Total Bid Price A)
PRICE PER GC/MS CONFIRMATION (See 2.3 B.3)	350* x	(Bid Price B) _____ = _____	(Est. Annual Total Bid Price B)
HOURLY RATE FOR EXPERT TESTIMONY/PREPARATION	10* hours x	(Bid Price C) _____ = _____	(Est. Annual Total Bid Price C)
DAILY RATE FOR TRAVEL EXPENSES (1) (Per person/per day)	2* days x	(Bid Price D) _____ = _____	(Est. Annual Total Bid Price D)
TRANSPORTATION PRICE (2)	2* trips x	(Bid Price E) _____ = _____	(Est. Annual Total Bid Price E)
TOTAL EST. ANNUAL CONTRACT PRICE		(Bid Price F) _____ = _____	(Sum of Bid Prices A+B+C+D+E)
TOTAL EST. CONTRACT PRICE		Bid Price F x 5 Years = _____	<u>(EST. 5 YR TOTAL BID PRICE G)</u>

This **“ESTIMATED 5 YEAR TOTAL BID PRICE G”** will be compared among Bidders in order to determine the lowest Bid Price.

* These Estimated Units are used for evaluation purposes only. They are not a guarantee of either a minimum or maximum number of tests, expert testimony, or travel occasions that will be needed. The contractor shall only be paid for the actual number of each test type or other unit of service listed above that is performed, at the firm unit prices bid above, subject to the Price Adjustment provision of IFB Section 3.7.3.

** These Bid Prices Per Unit shall be the only amounts paid to the contractor to perform all activities required in Section 2.3 B. of this IFB.

(1) These shall be all inclusive prices (lodging, meals, local transportation within MD., etc) for one person to be on site, in a place in Maryland to be designated for each occasion of need, for one day (does not include transportation price described in Footnote #2).

(2) Per person, round trip transportation price from contractor's location to Maryland.

Name of Bidder: _____

Name of Official Binding Bidder to These Bid Prices: _____

Signature of Official Binding Bidder: _____

Date of Signature: _____

ATTACHMENT G

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DESIGNATED DRUG TESTING COLLECTION SITES

0001	Allegany County Health Department Willowbrook Road, Room 100, First Floor Cumberland, MD 21502	0002	Anne Arundel County Health Department 3 Harry S. Truman Parkway Annapolis, MD 21401
0005	Carroll County Health Department 540 Washington Avenue, Second Floor Westminster, MD 21157	0007	Charles County Health Department 4545 Crane Highway Building White Plains, MD 20695
0008	Dorchester County Health Department 3 Cedar Street Cambridge, MD 21613	0009	Frederick County Health Department 300 Scholls Lane Frederick, MD 21701
0011	Harford County Health Department 119 Hays Street Bel Air, MD 21014	0013	Cheverly Health Center Alcohol and Drug Abuse Treatment Ground Floor 3003 Hospital Drive Cheverly, MD 20785
0015	Spring Grove Hospital Center Preston Building Catonsville, MD 21228	0016	Somerset County Health Department 7920 Crisfield Highway Westover, MD 21871
0018	Washington County Health Department 1302 Pennsylvania Avenue Hagerstown, MD 21740	0020	Worcester County Health Department WACS Center 11827 Ocean Gateway Ocean City, MD 21842
0022	Baltimore County Health Department New Court Building 401 Bosley Avenue Towson, MD 21204	0025	Frederick County Health Department 12 E. Church Street Frederick, MD 21701
0030	Queen Anne's County Health Department 206 North Commerce Street Centreville, MD 21617	0033	Maryland Port Administration 2200 Broening Highway Baltimore, MD 21224
0034	Department of Human Resources Saratoga State Center 311 West Saratoga Street Baltimore, MD 21201	0035	Morgan State University Cold Spring Lane and Hillen Road, Infirmary Baltimore, MD 21239
0036	Division of Vocational Rehabilitation Professional Arts Building, Suite 311 Hagerstown, MD 21740	0037	Salisbury District Court Multi-Service Center 201 Baptist Street Salisbury, MD 21801
0038	Cheltenham Youth Facility Cheltenham, MD 20623	0039	Calvert County Public Library 30 Duke Street Prince Frederick, MD 20678
0040	Alfred D. Noyes Children's Center 9925 Blackwell Road Rockville, MD 20850	0042	Concentra Medical Center 1419 Knecht Avenue Baltimore, MD 21227

Designated Drug Testing Collection Sites

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0043	Eastern Shore Hospital Center 5262 Woods Road Cambridge, MD 21613	0050	Correctional Centralized Hiring Unit 6774-C Reisterstown Road Baltimore, MD 21215
0051	Maryland School For The Deaf Route 108 & Old Montgomery Road Columbia, MD 21044	0054	Peninsula General Hospital 100 East Carroll Street Salisbury, MD 21801
0055	Salisbury Medical Center 1104 Healthway Drive Salisbury, MD 21801	0057	Springfield Hospital Center Sykesville, MD 21784
0062	Upper Shore Community Health Center Scheeler Road Post Office Box 229 Chestertown, MD 21620	0063	Western Maryland Center 1500 Pennsylvania Avenue Hagerstown, MD 21740
0064	Anne Arundel County Department of Social Services 80 West Street Annapolis, MD 21404	0065	Baltimore County Department of Social Services 620 York Road Towson, MD 21204
0068	Maryland State Police Headquarters Executive Building 1201 Reisterstown Road Pikesville, MD 21208	0069	Maryland Rehabilitation Center 2301 Argonne Drive (contact Bill Dukes) Baltimore, MD 21218
0070	Division of Parole and Probation 2100 Guilford Avenue, Room 302 Baltimore, MD 21218	0071	Dept. of Public Safety & Correctional Serv. 6776 Reisterstown Road Plaza Office Center, Suite 309 Baltimore, MD 21215
0072	Public Service Commission 231 East Baltimore Street Baltimore, MD 21202	0074	Pre-Trial Release Services Division 110 North Calvert Street, Room 508 Baltimore, MD 21202
0075	Rosewood Center Clinical Services Building Owings Mills, MD 21117	0076	Thomas B. Finan Center Post Office Box 1722 Country Club Road Cumberland, MD 21502
0077	Eastern Correctional Institution 30420 Revells Neck Road Westover, MD 21871	0078	Somerset County Office Complex 424 N. Somerset Avenue Princess Anne, MD 21853
0082	MD Correctional Institution – Hagerstown 18601 Roxbury Road Hagerstown, MD 21740	0083	MD State Police Barrack “O” Route 9, Box 67A Hagerstown, MD 21740
0084	MD Center for Public Broadcasting 11767 Owings Mills Boulevard Owings Mills, MD 21117	0085	Dept. of Labor, Licensing & Regulation 1100 North Eutaw Street, Sixth Floor Baltimore, MD 21201

Designated Drug Testing Collection Sites

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0087	MD State Police Barrack "A" - Waterloo 7777 Washington Boulevard Jessup, MD 20794	0089	MD State Police Barrack "C" – Cumberland 1125 National Highway Cumberland, MD 21502
0090	MD State Police Barrack "D" – Bel Air 1401 Belair Road Bel Air, MD 21014	0091	MD State Police Barrack "E" – Salisbury 2765 N. Salisbury Boulevard Salisbury, MD 21801
0093	MD State Police Barrack "G" – Westminster 1100 Baltimore Boulevard Westminster, MD 21157	0094	MD State Police Barrack "H" – La Plata 9500 Mitchell Road La Plata, MD 20646
0095	MD State Police Barrack "I" – Easton U.S. 50 Easton, MD 21601	0096	MD State Police Barrack "J" – Annapolis 610 Taylor Avenue & Rowe Boulevard Annapolis, MD 21401
0098	MD State Police Barrack "L" – Forestville 3500 Forestville Road Prince George's, MD 20747	0101	MD State Police Barrack "P" – Glen Burnie 6800 Aviation Boulevard Glen Burnie, MD 21061
0102	MD State Police Barrack "Q" – College Park 10100 Rhode Island Avenue College Park, MD 20740	0103	MD State Police Barrack "R" – Golden Ring 8908 Kelso Drive Baltimore, MD 21221
0105	MD State Police Barrack "T" – Leonardtown MD 245 Leonardtown, MD 20650	0110	Maryland State Police Denton Detachment 3 rd & Randolph Street Denton, MD 21629
0113	Walter P. Carter Center Benson Avenue Clinic 3431 Benson Avenue Baltimore, MD 21227	0114	RICA/Baltimore 605 S. Chapelgate Lane Baltimore, MD 21229
0115	Maryland State Police Garrett County Detachment Post Office Box 309 McHenry, MD 21541	0116	RICA/Rockville 1500 Broschart Road Rockville, MD 20850
0117	RICA/Southern Maryland 9400 Surratts Road Clinton, MD 20735	0122	State Medical Director's Office 301 West Preston Street, Room 508 Baltimore, MD 21201
0123	Maryland Aviation Administration Martin Airport 701 Wilson Point Road Baltimore, MD 21220	0124	Waxter Children's Center 375 Red Clay Road Laurel, MD 20707
0125	Western MD Correctional Hiring Unit 18411 Roxbury Road Hagerstown, MD 21746	0126	Division of Correction Jessup Training Building 8410 Dorsey Run Road Jessup, MD 20794

Designated Drug Testing Collection Sites

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0127	Maryland Department of Education 200 West Baltimore Street, First Floor Baltimore, MD 21201	0128	Emergency Management and Civil Defense Agency 129 East Main Street – Suite 6 Elkton, MD 21921
0133	Greenbrier State Park 21843 National Pike Boonesboro, MD 21713	0143	Concentra Medical Center 103 Market Place Baltimore, MD 21202
0148	Clifton T. Perkins Hospital Center 8450 Dorsey Run Road Jessup, MD 20794	0149	Department of Juvenile Services 120 West Fayette Street Baltimore, MD 21201
0150	Internal Investigative Unit 8510 Corridor Road, Suite 100 Savage, MD 20763	0151	Maryland Institute for Emergency Medical Services Systems 145 Pratt Street Baltimore, MD 21201
0152	Department of Labor, Licensing & Regulation 500 North Calvert Street Baltimore, MD 21201	0153	Military Department Fifth Regiment Armory Baltimore, MD 21201
0154	Crownsville Veterans Cemetery 1122 Sunrise Beach Road Crownsville, MD 21032		

NOTE: DBM reserves the right to designate additional Collection Sites as the need arises and/or to address unusual situations.

ATTACHMENT H

COMAR 17.04.09 Testing For Illegal use of Drugs

Not available in electronic format with this solicitation

Hardcopy may be obtained by contacting the Procurement Officer:

Robert W. Howells
Department of Budget and Management
Office of Policy Analysis
Procurement Unit/ Room #111
45 Calvert Street
Annapolis, Maryland 21401
Telephone #: 410-260-7747
Fax #: 410-974-3274
E-mail: rhowells@dbm.state.md.us

Or, can be viewed and accessed at URL:

**State of Maryland Website, Division of State Documents in the Office of the
Secretary of State <http://www.dsd.state.md.us>**

ATTACHMENT I

State of Maryland
Comptroller of Maryland
Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business name _____

Address line 1 _____

Address line 2 _____

City _____ State _____

Zip code:

--	--	--	--	--	--

--	--	--	--	--	--

Business taxpayer identification number:

Federal Employer Identification Number:

--	--

--	--	--	--	--	--	--	--

(or) Social Security Number:

--	--	--

--	--

--	--	--	--	--	--

Business contact name, title, and phone number including area code. (And address if different from above).

_____**Financial institution information:**

Name and address _____

Contact name and phone number (include area code) _____

ABA number:

--	--	--	--	--	--	--	--	--	--

Account number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account type:

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 Checking

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 Money Market**A VOIDED CHECK from the bank account must be attached.****Transaction requested:**

1. ___ Initiate all disbursements via EFT to the above account.
2. ___ Discontinue disbursements via EFT, effective _____
3. ___ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account must be attached.

I am authorized by *_____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

_____/_____/_____

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

COT/GAD X-10

ATTACHMENT J –

State of Maryland Information Technology Security Policy and Standards
(July 2003)

Not available in electronic format with this solicitation

Hardcopy may be obtained by contacting the Procurement Officer:

Robert W. Howells
Department of Budget and Management
Office of Policy Analysis
Procurement Unit/ Room #111
45 Calvert Street
Annapolis, Maryland 21401
Telephone #: 410-260-7747
Fax #: 410-974-3274
E-mail: rhowells@dbm.state.md.us

Or, can be viewed and accessed at URL:

<http://www.dbm.maryland.gov/DBM%20Taxonomy/Security/Policies%2C%20Standards%2C%20and%20Guidance/ITSecurityPoliciesJuly2003.pdf>

ATTACHMENT K

PRE-BID CONFERENCE RESPONSE FORM

Project No. F10R4200149
TESTING FOR ILLEGAL USE OF DRUGS BY APPLICANTS AND EMPLOYEES
FOR THE STATE OF MARYLAND

A Pre-Bid Conference will be held at **9:30 AM (local time), on April 22, 2004, at:**
Department of Health & Mental Hygiene Headquarters
201 W. Preston Street/ O'Connor Building Room # L-1
Baltimore, MD 21201.

For directions to the meeting site, you may contact Robert W. Howells at 410-260-7747.

Please e-mail, Fax or return this form by April 20, 2004 advising whether or not you plan to attend this Conference. Return this form to the Procurement Officer:

Robert W. Howells
Department of Budget & Management
Procurement Unit, Room #111
45 Calvert Street
Annapolis, MD 21401
Phone: (410) 260-7747
Fax #: (410) 974-3274
e-mail: rhowells@dbm.state.md.us

Please indicate:

_____ **Yes, the following representatives will be in attendance:**

- 1.
- 2.
- 3.
- 4.

_____ **No, we will not be in attendance.**

Company/Firm/Vendor Name

Telephone #

Signature

Title